

TRUST DEED

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THIS INDENTURE, made NOVEMBER 6TH, 1991, between CARLOS SUAREZ AND SILVIA
SUAREZ, HIS WIFE herein referred to as "Grantors," and STEVE H. LEWIS,
A.V.P. of DALLAS, TEXAS W.W.

THAT, WHEREAS the Grantors have promised to pay to FORD CONSUMER FINANCE, herein referred to as "Beneficiary," the legal holder of the Loan Agreement hereinafter described, the principal amount of EIGHTY FOUR THOUSAND FOUR HUNDRED THIRTY-FIVE AND 60/100 Dollars (\$ 84,435.60), together with interest thereon at the rate of:

THIS IS A VARIABLE INTEREST RATE LOAN AND THE INTEREST RATE WILL INCREASE OR DECREASE WITH CHANGES IN THE PRIME RATE. The Prime Rate ("Index") is the highest Prime Rate published in the "Money Rates" section of The Wall Street Journal. The interest rate is subject to change semi-annually, and will be determined by the sum of the Prime Rate plus a "Margin" as stated below. The date on which your interest rate will be subject to change is the "Rate Change Date." The date on which the value of the Prime Rate is examined for purposes of determining the interest rate is the "Rate Determination Date," and will be the last business day of the second month prior to any Rate Change Date.

The Prime Rate as of the last business day of OCTOBER, 1992, is 8.00 percent, your Margin is .400 percent; therefore, the "current" interest rate is 12.00 percent per year.

However, until your sixth payment due date, your interest rate is discounted and will be 11.00 percent per year.

Beginning with the sixth payment due date, the interest rate will be 4.00 percentage points (Margin) greater than the Prime Rate as of the last business day of the second month prior to the month in which the sixth payment is due (Rate Determination Date). Thereafter, the interest rate will increase on the twentieth payment due date and every six months thereafter (Rate Change Dates), if the Highest Prime Rate as of the appropriate Rate Determination Date has increased or decreased by at least one-quarter of a percentage point from the Prime Rate for the previous six-month period. Interest rate changes will be effective upon 25 days written notice. During the first twelve months, the interest rate cannot increase more than three percent above the "current" (non-discounted) interest rate. Thereafter, the interest rate cannot increase more than three percent in any twelve-month period. In no event, however, will the interest rate ever be less than 5.00 percent per year, nor more than 18.00 percent per year. If the Index is no longer available, Lender will choose a new index which is based upon comparable information. Lender will give notice of this choice. Lender reserves the right to waive part or all of any adjustment resulting from an interest rate increase. I agree to pay interest after maturity at the agreed rate of interest that is in effect as of the maturity date, until paid in full.

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 180 consecutive monthly installments: SIX at \$ 805.14, followed by 173 at \$ 870.93, followed by ONE at \$ 21,767.82, with the first instalment beginning on DECEMBER 15TH, 1991 and the

remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at IRVING, TEXAS ~~IRVING~~, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

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NOTE, THEREFORE, the Lender waives the payment of the said obligation in accordance with the terms, provisions, and limitations of this Note Deed, and the execution of the documents and agreements herein contained, by the Director to be performed, as set in execution of the said Note Deed, because it is hereby acknowledged, duly, by these premises, COUNTY and WARRANT unto the Tawee, its successors and assigns, the following described to be made and paid off of their estate, life and interest therein, being and being in the CITY OF CHICAGO, COUNTY OF CHICAGO AND STATE OF ILLINOIS, to wit:

which will be necessary to establish the following as facts in this case:

TOGETHER with his co-counsel and I have now attached together with extensive exhibits, proofs and documents, this memorandum.

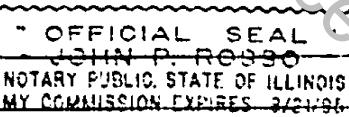
TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purpose aforesaid upon the terms and conditions contained in the Deed of Trust.

Unwritten Laws of the State of Illinois, which said rights and franchises, granted by the Legislature, are hereby reserved.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing hereinafter and where written bold shall be binding on the Grantors, their heirs, successors and assigns.

WITNESS the day he or she signed it, witnessed the day and year first above written.

Carlos Suarez (NAME)
CARLOS SUAREZ (NAME)
Silvia (NAME) SILVIA (NAME)



STATE OF ILLINOIS

Comment 2005

THE UNDERSIGNED,
a Notary Public in said State, residing in San Joaquin County, in the State aforesaid, EXERTING CERTAIN POWER
CARLOS SUAREZ AND SILVIA SUAREZ, HIS WIFE

who ARE personally known to me to be the same personS who name ARE subscribed to the foregoing instrument appear before me this day in person and do solemnly, affarid, THEY signed and delivered the said instrument THEIR free and voluntary, and in the usual manner thereto set forth.
GIVEN under my hand and Notarial Seal this 6TH day of REMEMBER, A.D. 19 91.

This document was prepared by

ANDREW J. FURMAN 415 N. LASALLE, STE 402 CHICAGO, IL 60610
(INN#61) (ADD100)

2020-01

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1

1. Covenants shall: (1) promptly repair, restore or rebuild any buildings or improvements now or heretofore on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, subject to wear, and free from encumbrances or other flaws or claims for the non-exclusively subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien on or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any building or buildings now or at any time in process of execution upon said premises; (5) comply with all requirements of law concerning covenances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or neighborhood ordinance.

2. Grantors shall pay before any priority attaches all general taxes, real estate taxes, special assessments, water charges, sewer levies, charges and other charges against the premises when due, and make a cash or other request, furnished to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full taxes prior to the amount provided by statute, as tax assessment with Grantor may desire to extend.

3. Grantors shall keep all bonds, policies and improvements now or hereafter granted on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the lessee as responsible for the sufficient either to pay the cost of repairing or replacing the same or to pay to full the indebtedness secured hereby, all in companies coexisting to the Beneficiary, under insurance available per cent, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver the new policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereof, Trustee or Beneficiary may, but need not, make any payment or prepay any net rent before required of Grantors in any sum and manner deemed expedient, and may, but need not make full or partial payment of or principal or interest on prior encumbrances. If any, and, pursuant, discharge, compromise or settle any tax lien or other prior lien of like or claim thereof, or reduce the same to the sale or collection affecting said premises or contest any tax or assessment. All money paid for any of the purposes set forth in authorized and all expenses paid or incurred in connection therewith, including attorney's fees, costs, etc., other money advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the unpaid percentage rate stated in the Term Agreement this Trust Deed secures. Trustee or Beneficiary shall never be considered as a waiver of any right according to them on account of any default hereunder on the part of Grantors.

5. The Trustee or Beneficiary for whom secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate furnished from the appropriate public office without losing full the accuracy of such bill, statement or estimate or loss the validity of any tax, assessment, rate, forfeiture, fee, fine or other charge thereon.

6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary and without notice to Grantors, all unpaid indebtedness secured by this trust deed shall notwithstanding anything in the Lease Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any amount on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantor by him committed, or (c) immediately if all or part of the premises are sold or transferred by the Grantor without Beneficiary's prior written consent.

7. When the indebtedness secured by secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be all legal and incidental additional indebtedness in the decree for sale, all expenditures and costs which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, trustee's fees, appraiser's fees, court or documentary and expert evidence, stenographer's charges, publication costs, and costs which may be estimated as to losses to be experienced after duly of the decree of presenting all such abstracts of title, title search fees and examination, insurance policies, title certificates, and similar bills and expenses which appear to be necessary to be reasonably necessary either to prosecute such suit or to evidence in bills or any sale which may be had pursuant to such decree the true condition of the property as of the date of the value of the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become an unpaid additional indebtedness secured hereby and immediately due and payable, with interest thereon at the unpaid percentage rate named in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary to construct walls for any purpose, including partitions and back-up supply plumbing, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby created, or (b) for preparation for the commencement of any sale for the foreclosure hereof above and of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, no amount of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph herein; second, all other items unpaid under the terms hereof constitute second indebtedness additional to that as allowed by the Loan Agreement, with interest thereon as here is provided; third, all principal and interest remaining unpaid on the note, fourth, any overplus in Grantors' debt, legal representatives or assigns to their rights and appear.

9. Upon an entry date after the filing of a bill to foreclose any indebtedness, the costs in which such bill is filed may appoint a receiver of said premises. Such appointment may be made failing or loss of title, or without notice, or notice regard to the amount of indebtedness of Grantors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied or unoccupied or not and the trustee hereunder may apply for such receiver as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the period of such receivership, in case of a sale and a deficiency, during the full summing period of redemption, whether there be redemption or not, as well as during any further term which may be except for the time of sale, of each receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary to be used in such cases, to, i.e., to, let, possess, control, manage and operate of the premises during the whole of said period. The Court from time to time may interfere the receiver to apply the net amounts in his hands in payment to Grantors in part of (a) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any law specifically necessitating such receiver to be superior to the lien hereof, or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the title or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action to law upon the title hereof so acted.

11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to inspect the title, location, existence, nor condition of the premises, nor shall Trustee be obligated to record title to said deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions by Grantors, except in case of gross negligence or misconduct and Trustee may require indemnities in writing before exercising any power herein given.

13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this trust deed, the lien hereof, by proper instrument.

14. In case of the resignation, disability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as to which given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons holding under or through Grantors, and the word "Grantor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness in any part thereof, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

NAMe: FORD CONSUMER FINANCE COMPANY
STREET: ONE MIDAMERICA PLAZA, STE 500
CITY: OAKBROOK TERRACE, IL 60181

RENTALS

OR

RECRUITER'S OFFICE BOX NUMBER

FOR BURGURES ONLY PURPOSES
INSERT STREET ADDRESS OF ACTIVE FURNISHING
DESCRIBED PROPERTY HERE

315-5680

SEARCHED INDEXED SERIALIZED FILED
FEB 1978